

Lisa Sulka
Mayor
Ted Huffman
Mayor Pro Tempore
Marc Orlando
Town Manager



Council Members
Karen Lavery
Fred Hamilton
Larry Toomer
Sandra Lunceford
Town Clerk

Town of Bluffton Request for Proposals Asbestos Inspection Services RFP #2016-01

OVERVIEW

The Town of Bluffton is soliciting proposals from experienced persons and/or firms to provide asbestos inspection services for the approximately 27,000 square foot structure known as the Town of Bluffton Theodore D. Washington Municipal Building (Town Hall) located at 20 Bridge Street, Bluffton, South Carolina 29910.

Proposals, including supporting documentation, are due by Monday, August 10, 2015 at 10:00 a.m. at Town Hall, 20 Bridge Street, Bluffton, South Carolina 29910. Submittals shall be clearly marked as: RFP 2016-01, Asbestos Inspection Services. Offerors must include one (1) original, three (3) copies, and a digital copy on a USB Flash Drive/DVD/CD by the stated deadline.

Mailing Address: Town of Bluffton
Attn: Frank Hodge
P.O. Box 386
Bluffton, South Carolina 29910

Physical Address: Town of Bluffton
Attn: Frank Hodge
20 Bridge Street
Bluffton, South Carolina 29910

Proposals delivered after the time and date set for receipt of proposals shall not be accepted and will be returned unopened to the offeror. It is the offeror's responsibility to ensure timely delivery of their proposal. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to offerors and will not be exempted from deadline requirements. E-mail, telephone, or facsimile proposals will not be accepted.

All proposals submitted shall include a current e-mail address. Once selection is complete, Notice of Award shall be posted on the Town's website. Notice of Award and

notices of non-award, shall be sent to all Offerors via e-mail. No hard copies will be sent regular mail unless specifically requested.

The words “Bidder”, “Offeror”, “Proposer”, “Vendor”, and “Firm” are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

Mandatory On-Site Meeting

Offerors are required to attend an on-site meeting to visually inspect the building and fully understand the scope of work. This meeting will be held at 1:00 p.m. on Friday, July 24, 2015, at Town Hall, 20 Bridge Street, Bluffton, South Carolina 29910. Failure to attend this meeting will result in disqualification of any response to this RFP.

Questions

Any additional questions following the Mandatory On-Site Meeting must be submitted in writing on or before Friday, July 31, 2015 at 10:00 a.m. to the contact noted below. Questions and answers, if any, will be posted on the Town’s website at www.townofbluffton.sc.gov.

Contact: Frank Hodge
Deputy Town Manager
Email: fhodge@townofbluffton.com
Fax: Attn: Frank Hodge, (843) 706-4523
Mail: Town of Bluffton
Attn: Frank Hodge
P.O. Box 386
Bluffton, South Carolina 29910

Proprietary and/or Confidential Information

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified may be subject to disclosure by the Town.

SCOPE OF SERVICES

The successful offeror will demonstrate in its proposal the ability to perform asbestos inspection services for the approximately 27,000 square foot Town Hall comprised of the following:

Occupant/Former Occupant	Square Feet (SF)
Town of Bluffton	15,259 SF
Children's Center	8,834 SF
Calhoun Station	<u>2,928 SF</u>
Total	27,021 SF

I. INSPECTION & SAMPLING

The successful offeror will inspect and, as feasible and as practical as possible, collect bulk samples of each type of suspect Asbestos-Containing Materials (ACMs) for laboratory testing. The scheduling for the inspection and collection of samples will be in conjunction with office hours as approved by the Town of Bluffton.

The ACM samples, when necessary, will be collected in inconspicuous areas not subject to building occupant traffic. The asbestos inspection must be performed using wet methods and safe work practices so that minimal safety, health, and/or environmental risks will exist for the asbestos inspector(s) or building occupants.

All Inspectors performing work, building inspections, collection of samples and the final inspection report shall be in conformance with:

REGULATION 61-86.1

STANDARDS OF PERFORMANCE FOR ASBESTOS PROJECTS

Effective May 27, 2011

Bureau of Air Quality

SC Department of Health and Environmental Control

Sections 44-1-140, 48-1-30, and 44-87-10 et seq.

of the 1976 South Carolina Code of Laws, as amended.

All provisions of this regulation shall apply whether or not specific to building inspections. Other regulations that apply to ACM include:

Occupational Safety and Health Administration (OSHA)

Asbestos Standard, 1926.1101

and

National Emissions Standards for

Hazardous Air Pollutants (NESHAPs) – Asbestos

II. LABORATORY ANALYSIS

Laboratory analysis must be performed using validated methods to determine the types and quantities of asbestos (if any) found in the suspect ACMs. The samples of suspect material must, at a minimum, be analyzed for asbestos type and content

utilizing Polarized Light Microscopy (PLM) coupled with dispersion staining and/or Transmission Electron Microscopy (TEM).

The asbestos content must be expressed on a percentage basis. The laboratory must be accredited with the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology (NIST). Accepted quality control and chain-of-custody procedures must be utilized to ensure accurate analytical results.

III. OPTIONAL SERVICES

The offeror shall include a pricing schedule for the repair of ACM sample sites.

IV. DELIVERABLES

The selected offeror will provide the Town of Bluffton with verbal results upon receipt from the laboratory. A final report of the results with conclusions and recommendations based upon the standards of the State of South Carolina Department of Health and Environmental Control's and the United States Environmental Protection Agency will then be forwarded to the Town of Bluffton within 14 days of receipt of the laboratory results. The inspection and report shall be accepted by the Bureau of Air Quality, SC Department of Health and Environmental Control in order to be deemed acceptable to the Owner. One (1) original, three (3) copies, and a digital copy on a USB Flash Drive/DVD/CD of the final report must be submitted.

V. SUBCONTRACTORS

Should the selected offeror wish to utilize subcontractors on this project, they must present a list of those subs, as well as their appropriate licensing, insurance, and qualifications at time of proposal submittal. Should the selected offeror need to substitute a different company during the course of the work, the Town's Project Manager must be notified and all of the same information must be supplied for the new subcontractors before they are utilized. The Town reserves the right to prohibit subcontractors on a case-by-case basis if they are found not to be licensed to perform the work they have been hired for, are uninsured, or have accrued numerous and/or egregious safety violations. Note: At all times, the selected offeror will be responsible for the performance and conduct of their subcontractors.

QUALIFICATIONS

The individuals and/or firm must:

- A. Possess the necessary licenses and certifications in the State of South Carolina and the South Carolina Department of Environmental and Health Control to perform the required services.

- B. Obtain a Town of Bluffton Business License.
- C. Carry the appropriate levels of General Liability, Professional Liability, Worker's Compensation and Auto insurance.
- D. Provide a list of qualified staff available for the project and provide a detailed resume for the proposed staff who will be assigned to the Town.
- E. Demonstrate experience in provided the requested service.
- F. Knowledgeable in and be able to cogently explain verbally and in writing all applicable state and federal regulations that are applicable to the services requested.

PROPOSAL SUBMITTALS

Proposals should contain:

- A cover letter
- Detailed information regarding the offeror's experience in providing similar services.
- Qualifications of proposed team members, their availability, and identifying the offeror's main contact person.
- An outline of the methodology by which the team intends to approach the work.
- A minimum of three (3) references, including contact names, email addresses, and phone numbers.
- Copy of certifications for the laboratory which will be conducting the tests on collected samples.
- Hourly and travel rate schedule for key team members and how timesheets are approved and submitted for invoicing.
- A lump sum not to exceed fee with detailed fees provided for staff, travel, laboratory testing, and expendables.
- Fee schedule for optional repair services.
- Copy of Town of Bluffton Business License or letter of commitment to obtain Town Business License if contract is awarded.
- Listing of individual and/or firm's current insurance policy limits for General Liability, Professional Liability, Worker's Compensation and Auto insurance policies.
- If applicable, documentation of offeror's qualification as a Local Business and/or as a Minority or Disadvantaged Business Enterprise.

EVALUATION CRITERIA

Proposals will be evaluated on the following criteria with the associated weighting for each criterion:

- Individual or Firm's qualifications and resources - 15%
- Qualifications of proposed Plan Reviewer(s) - 15%
- Experience with similar work - 15%
- Approach to performing work - 10%
- Fee schedule - 30%
- References - 10%
- Local Business and/or Minority or Disadvantaged Business Enterprise – 5%

TOWN OF BLUFFTON RIGHTS

Proposals must be signed by an official of the company authorized to bind the offeror, and it shall contain a statement that the proposed price is good for a period of at least ninety (90) days from the submittal date.

The Town reserves the right to refuse any and all proposals and to waive any technicalities and formalities. The Town reserves the right to negotiate with all qualified offerors. The Town may cancel this solicitation in part or in its entirety if it is in the Town's best interest to do so.

This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of your proposals, or to procure or contract for any articles of goods or services.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods or services.

Attachments:

1. Sample Town of Bluffton Agreement
2. Local Preference Certification Statement

Attachment 1

TOWN OF BLUFFTON AGREEMENT Contract Number <200X-XX>

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the ____ of _____, 201_ between <Contractor> (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires <purpose of contract>; and

WHEREAS, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Services/Schedule: The Contractor shall perform services per the attached scope of work and schedule in "Attachment 1".
2. Deliverables: The deliverables resulting from execution of the above mentioned work shall be:
<Deliverables>
3. Fees: The total cost of these services shall be \$ <Costs> per "Attachment 2".
4. Invoicing: The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: <Project Manager>. The invoice should reference contract number <200X-XX> Approved invoices shall be paid within 30 days upon receipt of invoice.
5. General Terms and Conditions:
 - a. The contractor is required to maintain appropriate levels, in the Town's sole opinion, of insurance for general liability, auto liability, professional liability, and workers compensation coverage. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
 - b. Work will commence at NOTICE TO PROCEED and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
 - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
 - d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
 - e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Sub-Contractors and to immediately notify the Town of any changes. Use of non licensed Sub-Contractors is grounds for termination.

- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

<CONTRACTOR NAME>

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witnesses: _____

Witnesses: _____

Witnesses: _____

Witnesses: _____

Attachments:

- 1.
- 2.



Local Preference Certification Statement

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- (1). That my company maintains an office within the legally defined boundaries of Beaufort County and have a majority of full time employees, chief officers, and managers regularly conducting work and business from these offices.**
- (2). That my company has held a valid Town Business License for a consecutive period of at least two years prior to the date for application for certification.**

I make this certification with full knowledge that should any information provided prove to be false, that my company could be excluded from bidding on Town procurements for a period of three years.

Company Name: _____

Address: _____

Type of Products or Services: _____

Business License Number: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Owner's Name: _____

Signature: _____

Sworn to before me this _____ day of _____, 20____

Notary Public for the State of _____

My Commission Expires: _____

To be completed by Authorized Town Representative:

Vendor Certified: _____ **Date:** _____

Authorized Signature